

# Memorandum



**Date:** May 14, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

RCA

Agenda Item No. 3(E)

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Interlocal Agreement with City of Miami Gardens to Transfer Balance of QNIP  
Funding for Completion of Park Projects

---

## **Recommendation**

It is recommended that the Board approve the attached Interlocal Agreement with the City of Miami Gardens (City) for the transfer of Quality Neighborhood Improvement (QNIP) funds in an amount not to exceed \$1,725,636, for the construction/renovation of park projects within Brentwood, Buccaneer, Bunche, Carol City Community Center and Miami Carol City Parks (Exhibit A of the Interlocal Agreement).

## **Scope**

The transfer of the QNIP funding will impact the City, which is located in Miami-Dade County (County) Commission District 1.

## **Fiscal Impact/Funding Source**

The QNIP funding was previously allocated to the Park and Recreation Department benefiting parks which are now City property.

## **Track Record/Monitor**

Upon award of the QNIP funds, the Management and Budget Division of the Park and Recreation Department will be responsible for contract monitoring.

## **Background**

At the time of its incorporation, the City agreed with the County that the Park and Recreation Department would continue the completion of the QNIP projects underway at the parks listed in Exhibit B of the Interlocal Agreement and the City would complete projects that had not yet begun.

As a condition of incorporation, the City is paying its share of the debt service on the County Bonds supporting the QNIP funds to be transferred. The funds can only be used at the locations designated in Exhibit A.

Attachments

A handwritten signature in black ink, appearing to read "Alex", written over the printed name of Alex Muñoz.

---

Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** June 5, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING INTERLOCAL AGREEMENT  
WITH CITY OF MIAMI GARDENS TO TRANSFER QNIP  
FUNDS IN AN AMOUNT NOT TO EXCEED \$1,725,636 FOR  
VARIOUS PARK CONSTRUCTION/RENOVATIONS AT  
BRENTWOOD, BUCCANEER, BUNCHE, CAROL CITY  
COMMUNITY CENTER, AND MIAMI CAROL CITY PARKS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the City of Miami Gardens for the transfer of QNIP funds in an amount not to exceed \$1,725,636 for various park construction/renovations at Brentwood, Buccaneer, Bunche, Carol City Community Center, and Miami Carol City Parks in substantially the form attached hereto and made a part thereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. DDC

**INTERLOCAL AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY AND CITY OF MIAMI GARDENS**  
**FOR DISTRIBUTION OF QUALITY NEIGHBORHOOD IMPROVEMENT FUNDS**  
**(QNIP)**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") located at 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128-1912, and the City of Miami Gardens having offices at 1515 N.W. 167<sup>th</sup> Street, Miami Gardens, FL 33169 (hereinafter referred to as "City").

WHEREAS, the unincorporated portion of District 1 which comprises the incorporated City of Miami Gardens, Florida was given commitments prior to incorporation as projects to be funded in whole or in part in such portion of District 1 from the proceeds of the County's Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 1999 and Public Service Tax Revenue Bonds (UMSA Public Improvements), Series 2002 (the "County Bonds"); and

WHEREAS, Miami-Dade County Resolution 180-04 authorized allocation of QNIP monies for certain projects within the City and authorized the County Manager to negotiate and execute all necessary contract documents with the City, and

WHEREAS, the Miami-Dade County Park and Recreation Department has worked with the City to complete as many projects as financially feasible,

WHEREAS, the City has requested that the remaining balance in the QNIP fund for Parks related projects be disbursed to the City for use on parks projects until the amount is depleted,

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

- I. **AMOUNT PAYABLE.** The County agrees to disburse to the City an amount not to exceed \$1,725,636 to fund, in whole or in part, the construction or rehabilitation of park projects within the parks in the List of Proposed Project Locations in Exhibit A. It is expressly understood that the County shall not be responsible for any costs in excess of \$1,725,636 incurred in the construction/renovation of park projects within the parks in Exhibit A. The City shall be responsible for the construction or rehabilitation of park projects within the parks in Exhibit A.

The parties agree that Exhibit B discloses the projects within the City that were constructed or rehabilitated in whole or in part with QNIP dollars by the County.

- II. **SCOPE OF SERVICES.** The City agrees to only use these funds for the construction/renovation of those projects provided in the List of Proposed Project Locations, which is incorporated herein and attached hereto as Exhibit A.

- III. **EFFECTIVE TERM.** The effective term of this Agreement shall be from \_\_\_\_\_, 2007 to \_\_\_\_\_, 2007.

**IV. INDEMNIFICATION BY CITY.**

A. Government Entity. City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense and appeal, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by City or its employees, agents, servants, partners, principals or subcontractors or any other third party. City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, the indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

B. Term of Indemnification. The provisions of this section of indemnification shall survive the expiration or termination of this Agreement.

**V. NOTICES.** It is understood and agreed between the parties that any written notice delivered hereunder, when addresses and mailed or delivered to the parties at the following addresses is sufficiently delivered:

City: City of Miami Gardens  
1515 N.W. 167<sup>th</sup> Street, Bldg. 5  
Miami Gardens, FL 33169

Copy To: Sonja K. Dickens, Esq., City Attorney  
c/o James C. Brady & Associates  
501 Northeast 8<sup>th</sup> Street  
Fort Lauderdale, FL 33304

County: Sarah Ingle, Assistant Director  
Incorporation and Annexation  
Office of Strategic Business Management  
111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, FL 33128

**VI. AUTONOMY.** Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the City is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents, employees nor is the City an instrumentality of the County.

**VII. BREACH OF AGREEMENT: COUNTY REMEDIES.**

A. Breach. A breach by the City shall have occurred under this Agreement if (1) the City uses the County funds allocated under this Agreement ineffectively, improperly, and/or for any purpose other than the construction or renovation of parks projects as listed in the Exhibit A; (2) the City refuses to allow the County access to records relating to this contract and the construction/renovation of parks projects; (3) the City attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (4) the City fails to fulfill in a proper manner any and all of its obligations,

covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the City breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the City shall reimburse the County for all County funds allocated to the City under this agreement. The City shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The City shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. Any other remedy available at law or equity.

C. Damages Sustained. Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The City shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**VIII. TERMINATION BY EITHER PARTY.** Both parties agree that this Agreement may be terminated for cause by either party hereto by written notice to the other party of such intent to terminate at least five (5) days prior to the effective date of such termination.

**IX. PAYMENT PROCEDURES.** The County agrees to pay the City for services rendered under this Agreement based on the procedures outlined below:

A. Upon approval of this Agreement by the Miami-Dade County Board of County Commissioners, the City Manager shall submit a letter to the Assistant Director, Incorporation and Annexation Unit, Office of Strategic Business Management requesting the payment of the total approved funding, \$1,725,636, to be released to the City solely for the purposes stated herein.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor to any City agreements entered into hereunder.

**X. USE OF FUNDS**

A. City shall only use County funds for the construction/renovation of park projects described in Exhibit A. It is expressly understood that County funds shall not be used in any way at any other City owned facilities. In the event the County in its sole discretion determines the City has used funds in a manner that is not authorized by this Agreement, the City agrees to reimburse the County in full for any amounts used by the City in a manner not authorized by this Agreement.

B. Adverse Actions or Proceeding. The City shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The City shall not utilize County funds to provide legal representation, advice or counsel or any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

C. Religious Purposes. County funds shall not be used for religious purposes.

## **XI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.**

A. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County Agreements throughout the duration of each Agreement. Grant recipients are exempt from paying the cost of the audit, which is normally  $\frac{1}{4}$  of 1% of the total Agreement amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the City from the Inspector General or Independent Private sector Inspector General (IPSIG) retained by the Inspector General, the City shall make all requested records and documents solely related to this Agreement available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.



The provisions in this section shall apply to the City, its officers, agents, employees, subcontractors and suppliers. The City shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the City in connection with the performance of this Agreement.

## **XII. MISCELLANEOUS**

A. Publicity. It is understood and agreed between the parties hereto that the park projects in Exhibits A & B are funded in whole or in part by Miami-Dade County. Further, by the acceptance of these funds, the City recognizes the County as the funding source of the construction or rehabilitation of the projects listed in Exhibit B and the City recognizes the County as a funding source of the construction and rehabilitation of the list of proposed projects in the locations listed in Exhibit A. The City shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of the listed projects.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

B. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

C. The County Manager is authorized to make modifications to this Agreement on behalf of the County.

D. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

E. Totality of Agreement/Severability of Provisions. This eight (8) page Agreement with its recitals on the first page of the Agreement and with its Exhibits as referenced below contain all the terms and conditions agreed upon by the parties. It is expressly agreed that this agreement supersedes any other interlocal agreement relating to the use of QNIP funds between Miami-Dade County and the City of Miami Gardens.

Exhibit A:	List of Proposed Projects
Exhibit B:	List of Previously Completed Projects

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

Attest:

CITY OF MIAMI GARDENS  
a municipal corporation

By: Ronetta Taylor  
Ronetta Taylor  
City Clerk

By: Shirley Gibson  
Shirley Gibson  
City Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
City Attorney

MIAMI-DADE COUNTY  
A political subdivision of the State of Florida

By it's Board of County Commissioners:

By: \_\_\_\_\_  
County Manager

ATTEST:  
HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

**Exhibit A:**  
**List of Proposed Project Locations**

BRENTWOOD PARK
BUCCANEER PARK
BUNCHE PARK
MIAMI CAROL CITY PARK
CAROL CITY COMMUNITY CENTER PARK
CAROL CITY COMMUNITY CENTER PARK
MIAMI CAROL CITY PARK

**Exhibit B:**  
**List of Previously Completed Projects**

MYRTLE GROVE PARK	Security Lighting
MYRTLE GROVE PARK	Playground
NORWOOD PARK	Sign Replacement
RISCO PARK	Sign Replacement
ANDOVER PARK	B-ball Court resurfacing
ANDOVER PARK	Playground, landscaping, walkway
ANDOVER PARK	Water fountain
BRENTWOOD PARK	Field Center & lighted parking lot
BRENTWOOD PARK	Park Sign
BUCCANEER PARK	Access control
BUNCHE PARK	Security lighting
CAROL PARK	Recreation Center
VISTA VERDE	Sign Replacement